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1 IN THE UNITED STATES DISTRICT COURT
 2 FOR THE DISTRICT OF MASSACHUSETTS
 3
 4 CONNECTU LLC,
 5 Plaintiff,
 6 v. C.A. No. 04-1923(DPW)
 7 MARK ZUCKERBERG, EDUARDO SAVERIN,
 8 DUSTIN MOSKOVITZ, ANDREW McCOLLUM,
 9 CHRISTOPHER HUGHES and THE FACEBOOK,
 INC.,
 10 Defendants.

12
 13 VOLUME 1
 14 VIDEOTAPED DEPOSITION OF CONNECTU LLC
 15 BY CAMERON H. WINKLEVOSS
 16 Boston, Massachusetts
 17 Tuesday, August 9, 2005
 18 9:44 a.m. to 6:27 p.m.

21 Reported by:
 Jessica L. Williamson, RMR, RPR, CRR
 22 Notary Public, CSR No. 138795
 23 JOB NO. 36599

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1 VIDEOTAPED DEPOSITION OF CONNECTU LLC
 2 by CAMERON H. WINKLEVOSS, a witness called
 3 on behalf of the Defendant Mark Zuckerberg,
 4 Dustin Moskovitz, Andrew McCollum,
 5 Christopher Hughes and The Facebook, Inc.,
 6 pursuant to Rule 30(b)(6) of the Federal
 7 Rules of Civil Procedure, before Jessica L.
 8 Williamson, Registered Merit Reporter,
 9 Certified Realtime Reporter and Notary
 10 Public in and for the Commonwealth of
 11 Massachusetts, at the Offices of Proskauer
 12 Rose, LLP, One International Place, Boston,
 13 Massachusetts, on Tuesday, August 9, 2005,
 14 commencing at 9:44 a.m.

15
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01:09:29 1	would certainly be equally distributed, were		01:11:43 1	partner in the situation because they put,	
01:09:33 2	and when it were to come in. So to answer		01:11:44 2	you know, effort in. They go that extra	
01:09:36 3	your question, any and all remuneration		01:11:46 3	mile.	
01:09:39 4	based on the Web side, even if it was --		01:11:57 4	Q. Now, when you were -- did you ever tell Mr.	
01:09:42 5	Q. Okay.		01:12:01 5	Zuckerberg that he couldn't work on any	
01:09:42 6	A. -- you know --		01:12:04 6	competitive websites that were under	
01:09:43 7	Q. Finish your question -- finish your answer.		01:12:07 7	development?	
01:09:46 8	A. So I'm saying while we didn't harp on the		01:12:08 8	A. Well, I think that -- I think certainly if	
01:09:49 9	advertising or the revenue potential, it was		01:12:22 9	there is a project. I mean, when you	
01:09:51 10	certainly understood that any benefit from		01:12:24 10	undertake a partnership, specifically did we	
01:09:53 11	the site, specifically because he was a		01:12:30 11	say don't work on, you know, the exact same	
01:09:56 12	coder and involved with that aspect of it		01:12:34 12	thing, well, I think that being part of the	
01:09:58 13	and was part of the time, would be his.		01:12:38 13	team and the partnership, you know, is	
01:10:00 14	Q. Okay. So did you tell him specifically that		01:12:41 14	proprietary. So he could not use a	
01:10:03 15	any benefit from the site he would be able		01:12:43 15	proprietary code or functionality to work on	
01:10:06 16	to have a piece of?		01:12:45 16	another similar website that had the same	
01:10:11 17	A. Okay. Any benefit from the site he would		01:12:49 17	proprietary functionality and code. So that	
01:10:16 18	have a piece of, yes, being a partner of our		01:12:52 18	absolutely would be understood there, okay?	
01:10:20 19	team, yes.		01:12:55 19	Q. But was it stated?	
01:10:20 20	Q. And you told him that specific statement?		01:12:57 20	A. Was it specifically stated that I say, "You	
01:10:23 21	A. That specific word by word? It was probably		01:13:00 21	cannot work on another project exactly like	
01:10:27 22	a fair -- it was probably different than		01:13:05 22	this"? No, I did not say that.	
01:10:29 23	that. It was probably more to the extent,		01:13:06 23	Q. Okay.	
01:10:32 24	"Look, you're on the HarvardConnection team.		01:13:06 24	A. However --	
01:10:35 25	This is going to be great for your		01:13:07 25	Q. Go ahead.	
		Page 142			Page 144
01:10:36 1	reputation. We're all in this together.		01:13:08 1	A. However, as I said before, he was unable and	
01:10:39 2	This is an equal partnership. And also,		01:13:11 2	not allowed to use the same proprietary	
01:10:43 3	think of the enormous advertising potential		01:13:13 3	information and functionality and business	
01:10:45 4	this thing has."		01:13:15 4	models and everything that we conveyed to	
01:10:46 5	Q. And so you told him it was an equal		01:13:17 5	him for another project like that.	
01:10:48 6	partnership?		01:13:20 6	Q. Was he allowed to pull upon anything else --	
01:10:48 7	A. Again, at that time, as I mentioned before,		01:13:24 7	well, let me say, you knew that he was doing	
01:10:52 8	we didn't -- you know, he was brought on		01:13:26 8	software projects for other people, right?	
01:10:54 9	with -- he had the expectation that, you		01:13:28 9	A. I was aware of Facemash, and that's all I	
01:10:57 10	know, he was going to be part of the overall		01:13:30 10	was aware of when we -- and that's all he	
01:10:59 11	development and the control of the site and		01:13:33 11	made us aware of that he was involved in.	
01:11:00 12	that at that point we divvied up the		01:13:35 12	Q. What about Coursematch?	
01:11:03 13	contributions and it was premature to talk		01:13:36 13	A. I had not heard of that prior to -- and he	
01:11:05 14	about specific equity.		01:13:39 14	never brought that up.	
01:11:06 15	Q. Why didn't you just hire him as a contractor		01:13:42 15	Q. Had you ever heard of it?	
01:11:08 16	like everyone else?		01:13:42 16	A. I ever heard of it, yes.	
01:11:10 17	A. Because we -- ultimately when you're looking		01:13:43 17	Q. What is it?	
01:11:14 18	for -- equity's a very good way of getting		01:13:44 18	A. I believe, my understanding is that	
01:11:20 19	really the most out of a situation and		01:13:47 19	Coursematch allows people to basically say	
01:11:23 20	people. And I think that, you know, Victor,		01:13:51 20	what courses they're in, and then you can	
01:11:27 21	to take Victor for example, we did want him		01:13:53 21	effectively tell what course a person's in	
01:11:29 22	as a partner, but he felt personally that he		01:13:55 22	from that website. But I've never been on	
01:11:32 23	could not undertake the responsibility of		01:13:57 23	it.	
01:11:38 24	being that, so he wanted to be contracted		01:13:57 24	Q. And are you aware about whether people who	
01:11:40 25	piecemeal. But ultimately you want a		01:14:00 25	are taking similar courses can connect to	